

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 0:22-CV-61553-DIMITROULEAS/HUNT

CRUZ VALDIVIESO FIGUERA,

Plaintiff,

vs.

ALL VIP CARE INC. AND  
LIZ VELAZQUEZ MCKINNON,

Defendants.

/

---

**SPECIAL INTERROGATORIES TO THE JURY**

---

**Do you find from a preponderance of the evidence:**

1. That Cruz Valdivieso Figuera was an employee of:

(Please mark “YES” or “NO” for each you find was an employer):

All VIP Care Inc. \_\_\_\_\_

Liz Velazquez McKinnon \_\_\_\_\_

*If you answered “YES” to one or more of the above in Question 1, please answer Question 2. If you answered “NO” to all the above, please skip to Question 4.*

2. That the Employer(s) identified in Question 1 failed to pay Cruz Valdivieso Figuera the minimum wages required by the FLSA:

Answer “YES” or “NO” \_\_\_\_\_

If “YES,” in what amount \_\_\_\_\_

*Please answer Question 3.*

3. That the Employer(s) identified in Question 1 failed to pay Cruz Valdivieso Figuera the overtime wages required by the FLSA:

Answer “YES” or “NO” \_\_\_\_\_

If “YES,” in what amount \_\_\_\_\_

*Please answer Question 4.*

4. That All VIP Care Inc. materially breached its written contract to pay Cruz Valdivieso Figuera \$13 per hour, causing her damages:

Answer “YES” or “NO” \_\_\_\_\_

If “YES,” in what amount \_\_\_\_\_

*If you answered “YES” to Question 4, please answer Question 5.  
If you answered “NO” to Question 4, please skip to Question 6.*

5. That All VIP Care Inc. materially breached its written contract with Cruz Valdivieso Figuera before any material breach of that contract by Cruz Valdivieso Figuera:

Answer “YES” or “NO” \_\_\_\_\_

*If you answered “YES” to Question 5, please answer Question 6.  
If you answered “NO” to Question 5, please skip to Question 7.*

6. That All VIP Care Inc.’s material breach of its written contract with Cruz Valdivieso Figuera relieved Cruz Valdivieso Figuera of any subsequent obligations:

Answer “YES” or “NO” \_\_\_\_\_

*If you answered “YES” to Question 6, please skip to Question 8.  
If you answered “NO” to Question 6, please answer Question 7.*

7. That Cruz Valdivieso Figuera materially breached the restrictive covenants contained in the contract with All VIP Care Inc. by:

Answer “YES” or “NO”

Soliciting clients if All VIP Care Inc. \_\_\_\_\_

Sharing All VIP Care Inc.’s confidential, trade secret, or proprietary information with its client(s) and/or third parties: \_\_\_\_\_

Using All VIP Care Inc.’s confidential, trade secret, or proprietary information for her own benefit: \_\_\_\_\_

If “YES,” what amount of damages did All VIP Care Inc. prove resulted \_\_\_\_\_

*If you answered “YES” to one Question 7, you are done. Please sign and date your verdict form. If you answered “NO” to Question 7, please answer Question 8.*

8. That Cruz Valdivieso Figuera tortiously interfered with All VIP Care Inc.’s business relationships with its clients:

Answer “YES” or “NO” \_\_\_\_\_

If “YES,” what amount of damages did All VIP Care Inc. prove resulted \_\_\_\_\_

*Please sign and date your verdict.*

SO SAY WE ALL.

---

Foreperson's Signature

DATE: \_\_\_\_\_